



# CITY COUNCIL

## AGENDA REQUEST

AGENDA OF:	10-19-10	AGENDA REQUEST NO:	III-D
INITIATED BY:	SHARLETT CHOWNING DIRECTOR OF INFORMATION TECHNOLOGY	RESPONSIBLE DEPARTMENT:	INFORMATION TECHNOLOGY
PRESENTED BY:	SHARLETT CHOWNING DIRECTOR OF INFORMATION TECHNOLOGY	DEPARTMENT HEAD:	SHARLETT CHOWNING, <i>sle</i> DIRECTOR OF INFORMATION TECHNOLOGY
		ADDITIONAL DEPARTMENT HEAD (S):	N/A
SUBJECT / PROCEEDING:	PURCHASE OF TIBURON ANNUAL MAINTENANCE FOR POLICE AND FIRE DEPARTMENT SYSTEMS		
EXHIBITS:	EXHIBIT A: TIBURON AGREEMENT FOR EXTENDED SERVICES SOFTWARE SUPPORT AND MAINTENANCE FEES  EXHIBIT B: TIBURON ANNUAL MAINTENANCE AGREEMENT INVOICE		
CLEARANCES		APPROVAL	
LEGAL:	N/A	EXECUTIVE DIRECTOR:	N/A
PURCHASING:	TODD REED PURCHASING MANAGER <i>(P)</i>	ASST. CITY MANAGER:	KAREN GLYNN <i>Kg</i>
BUDGET:	BRYAN GUINN <i>BH</i> BUDGET MANAGER	CITY MANAGER:	ALLEN BOGARD <i>kd</i> FOR AB
BUDGET			
EXPENDITURE REQUIRED: \$		87,258.00	
AMOUNT BUDGETED/REALLOCATION: \$		87,258.00	
ADDITIONAL APPROPRIATION: \$		N/A	
RECOMMENDED ACTION			
Approve renewal of the Tiburon Inc. annual software maintenance agreement in the amount of \$87,258.00.			

## EXECUTIVE SUMMARY

This request is for the renewal of annual maintenance for the Tiburon systems used by the Police and Fire Departments. Tiburon is the software vendor for both the City's Computer Aided Dispatching (CAD) system used by the Police and Fire Departments and the Records Management System (RMS) used by the Police Department. Tiburon also provides the software used by the Mobile Data Terminals (MDT's) that are currently installed in the Police and Fire fleet. The City has been using the Tiburon product since 1993.

This maintenance renewal entitles the City to receive regular software enhancements as they become available, current user and system documentation, and 24/7 support. This maintenance must be purchased through Tiburon, as they are the only provider of maintenance and support for their software.

The terms and fees for this maintenance and support are consistent with prior year charges. The cost for renewal of this maintenance is budgeted in the FY 10-11 Information Technology account 010-1125-511-41-80.

Staff recommends the renewal of this maintenance agreement with Tiburon in the amount of \$87,258.00.

## EXHIBITS

### **EXHIBIT A – TIBURON AGREEMENT FOR EXTENDED SERVICES SOFTWARE SUPPORT AND MAINTENANCE FEES**

**TO THE AGREEMENT FOR EXTENDED SERVICES  
SOFTWARE SUPPORT AND MAINTENANCE FEES**

CONTACT – Sharlett Chowning  
CLIENT # M1192-10

The term of the Agreement shall commence on the effective date and shall continue until termination in accordance with the terms thereof. This exhibit sets forth the current annual maintenance fee for the software applications and software modules listed below. Upon payment of the amount set forth below, this Exhibit A shall be attached to and become part of the Agreement. Except as provided below, annual maintenance fees are payable in advance of each anniversary of the effective date of the Agreement. Tiburon, Inc. reserves the right to increase the annual maintenance fee on an annual basis upon ninety (90) days prior written notice to the CLIENT, which adjustments shall become effective on the anniversary of the effective date of the Agreement. The annual maintenance fee will be adjusted as necessary to reflect changes in the software applications and software modules listed below or changes in the level of support provided under the Agreement. Such adjustments will be charged or credited as incurred on a pro rata basis and will be reflected in a new Exhibit A, which, upon delivery to the CLIENT, shall be attached to, and become part of, the Agreement.

Tiburon reserves the right to charge an administrative fee of 10% of the annual maintenance fees for semi-annual or quarterly invoices.

<u>Software Model</u>	<u>Months</u>	<u>CPU Make</u>	<u>Start</u>	<u>End</u>	<u>Total Fees</u>
MDS	12		11/1/10	10/31/11	\$ 27,150.00
RMS	12		11/1/10	10/31/11	\$ 29,400.00
CAD	12		11/1/10	10/31/11	\$ 30,582.00
Oracle Support (5 Named User PI)	12		11/1/10	10/31/11	\$ 126.00
				<b>Total</b>	<b>\$ 87,258.00</b>

Failure to pay when due the annual maintenance fee, any adjustment thereto, any invoice or any other amounts owing under the Agreement shall constitute a default under the Agreement and could result in the termination of support services under the Agreement, additional administrative charges for reinstating lapsed support services, as well as collection fees (including reasonable attorneys' fees and expenses).

**EXHIBIT B**  
**TO THE AGREEMENT FOR EXTENDED SERVICE**  
**SCHEDULE OF SERVICES AND CHARGES**

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated October 17, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

**BASIC SERVICES**

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Central Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

**"24/7" SERVICE OPTION**

\$7,000 per year/per system

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(initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

**NEW PRODUCTS**

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.

## TECHNICAL SERVICE RATES

### 1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

### 2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

### 3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at \$250 per call. After the first hour, the rate is \$250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is \$50.

### 4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for dial-in service. If CLIENT does not provide this support for dial-in service, the following additional charge will apply:

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 2.

**EXHIBIT B: TIBURON SUPPORT AND MAINTENANCE FEE INVOICE**

# TIBURON<sup>®</sup> INVOICE

6200 STONERIDGE MALL RD.  
SUITE 400  
PLEASANTON, CA 94588  
(925) 621-2700

PAGE:	1
INVOICE #:	IN 00003135
INVOICE DATE:	11/01/10
DUE DATE:	UPON RECEIPT
CURRENCY:	USD

**BILL TO:**

SUGAR LAND, CITY OF  
Sharlett Chowning  
10405 Corporate Dr.  
Sugar Land TX 77478  
United States of America

Software Support & Maintenance: 11/01/10 - 10/31/11.

Contract: M119210 Sugar Land, Mnt-10  
Customer PO#

-----Description-----	Quantity	Rate	Amount
MDS	0.00	0.0000	27,150.00
RMS	0.00	0.0000	29,400.00
CAD	0.00	0.0000	30,582.00
Oracle (5 Named User)	0.00	0.0000	126.00
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Total	0.00		87,258.00
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Final Total	0.00		87,258.00

**Remit Payment To:**

Tiburon, Inc.  
6200 Stoneridge Mall Road.  
Suite 400  
Pleasanton, CA 94588